

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE UNION PACIFIC RAILROAD,
AND THE CITY OF ALTON
REGARDING
COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC
PRESERVATION ACT,
AS IT PERTAINS TO THE PROPOSED
ALTON REGIONAL MULTIMODAL TRANSPORTATION CENTER,
ALTON, MADISON COUNTY, ILLINOIS**

WHEREAS, the Federal Railroad Administration (FRA) has entered into an American Recovery and Reinvestment Act (ARRA) grant agreement with the Illinois Department of Transportation (IDOT) and a Transportation Investment Generating Economic Recovery (TIGER) grant agreement with the City of Alton (City). The City's grant and part of IDOT's grant shall be used to fund the construction of the Alton Regional MULTIMODAL Transportation Center in Alton, Illinois in Madison County (Project); and

WHEREAS, this undertaking is subject to the provisions of section 106 of the National Historic Preservation Act of 1966, as amended (NHPA), 16 U.S.C. §470f, and its implementing regulations, 36 C.F.R. part 800; and

WHEREAS, IDOT, in consultation with the FRA, has defined the undertaking's area of potential effect (APE) as the proposed Project area (as shown in Exhibit A); and

WHEREAS, the FRA and IDOT, in consultation with the SHPO, has identified two historic properties that would be affected by the Project: a mid-nineteenth century Euro-American farmstead (11MS2391) (Archeological Site) and the existing Alton railroad station, located at 3400 College Avenue, Alton, Illinois (Station Structure). The Archeological Site is eligible for the National Register of Historic Places (NRHP) under criterion D and the Station Structure is eligible under criterion A; and

WHEREAS, no human remains are expected to be found during archaeological site investigations covered by this MOA; however, if encountered, the provisions of the Illinois Human Remains Protection Act (20 ILCS 3440, 17 IAC 4170) would be followed; and

WHEREAS, the FRA and IDOT, in consultation with the SHPO, have determined that adverse effects would occur to the properties as a result of the Project (see Exhibit B); and

WHEREAS, the FRA notified the Advisory Council on Historic Preservation (ACHP) of the preparation of this Memorandum of Agreement (MOA), and in a letter dated, March 22, 2013 the ACHP declined to participate in the consultation for the Project; and

WHEREAS, the FRA and IDOT have invited the Osage and Miami Tribes, the Alton Historical Commission and the Alton Area Landmarks Association to concur with the terms and conditions of this MOA; and

WHEREAS, IDOT in consultation with the FRA, notified the Union Pacific Railroad (UPRR), the owner of the Station Structure, of the preparation of this MOA and invited the UPRR to become a signatory to this MOA; and

WHEREAS, in a letter dated February 20, 2013, UPRR stated that due to safety concerns with the current location, it would like to either demolish the Station Structure or, have the City relocate or demolish the Station Structure. Should the Station Structure be demolished, UPRR shall allow the City to document the Station Structure, pursuant to Section II, prior to demolition.

NOW, THEREFORE, the FRA shall ensure that the Project shall be implemented in accordance with the following stipulations to ensure that potential effects on historic properties are taken into account.

STIPULATIONS

The FRA shall ensure that the following steps will be undertaken for the Project:

I. ARCHAEOLOGICAL RESOURCES

- A. IDOT and City shall preserve the Archaeological Site by redesigning the Project to avoid potential impacts to the Archeological Site, by placing the Archeological Site within a demarcated preservation area with a mutually agreed upon buffer zone to ensure the Archaeological Site will not be impacted during construction or by future activities, filing a preservation covenant with Madison County, and by providing an executed copy of the preservation covenant to the SHPO, evidencing the filing. The IDOT and City will coordinate with the SHPO to agree upon the size of the buffer zone required.

II. HISTORIC RESOURCES

- A. The City shall attempt to preserve the Station Structure by developing and implementing a marketing plan aimed at finding a buyer for the Station Structure who shall relocate the Station Structure away from the UPRR right-of-way. The marketing plan will be developed in consultation with the FRA, IDOT, the SHPO, and the UPRR and shall include: a preservation covenant; information concerning the historic and architectural significance of the Station Structure; and information on any financial incentives available from the City;.
- B. The Station Structure shall be marketed with a preservation covenant for a minimum period of 24 months unless a qualified buyer is identified prior to the

end of that period. Such 24 month marketing period shall commence upon the completion, approval and publication of the marketing materials for the marketing plan or ninety (90) days after the execution of this Memorandum of Agreement, whichever comes first. After vacation of the Station Structure by UPRR, the qualified buyer shall have a maximum of 12 months to relocate the vacated Station Structure away from UPRR property, or the Station Structure will be subject to demolition at the cost of the new owner. If there is no new owner, the Station Structure will be subject to demolition by UPRR. All permits required by the City, the Illinois Environmental Protection Agency or any other government entity for relocation or demolition of all or any portion of the Station Structure shall be the responsibility of the New Owner or the UPRR or their respective contractors. All of UPRR's costs, expenses and fees incurred for such permits shall be reimbursed by IDOT as a Cost of the Project. If UP is obligated to demolish and dispose all or any portion of the Station Structure, all such costs and expenses for such demolition and disposal shall be a Cost of the Project.

- C. The City and UPRR shall review all reasonable offers, in consultation with SHPO, IDOT and FRA, prior to acceptance of any specific offer for the Station Structure. However, SHPO agrees that the City and UPRR shall not be required to accept any offer or proposal that cannot meet the financial requirements set forth in the marketing package, or any proposal that would result in an adverse effect on the Station Structure.
- D. If, after the marketing period, there are no acceptable proposals submitted, the UPRR and City shall notify the FRA, IDOT and SHPO and provide documentation of its marketing efforts and may move forward with disposal of the Station Structure without a preservation covenant, subject to the documentation of the Station Structure as outlined in this Section.
- E. In the event that UPRR elects to demolish the Station Structure, before demolition may occur the City will use its best efforts to ensure that the Station Structure is documented in accordance with IL Historic American Building Survey (HABS) Standards and Guidelines. The City will be responsible for the preparation of the IL HABS documentation and will commence this work during the marketing period. The general scope of work for the required IL HABS documentation of the Station Structure is as follows:
 - 1. Level III documentation will be required;
 - 2. Sketch plans on archival stable paper will be required;
 - 3. Digital 5" x 7" print photographs of exterior facades, significant interior spaces, and distinctive exterior and interior architectural features of the Station Structure;
 - 4. Written architectural description of the Station Structure using the IL HABS/IL Historic American Engineering Record (HAER) designated outline format;

5. Written contextual histories associated with the Station Structure in narrative form and inserted in the appropriate section of the IL HABS/HAER format; and
 6. The City will award the IL HABS Station Structure documentation project to a consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.
- F. SHPO will review the required IL HABS/HAER documentation submittals, and accept or reject the 100% submittal in accordance with IL HABS/HAER Standards.
- G. After SHPO acceptance, completed IL HABS/HAER documentation will be deposited within the archives section of the Abraham Lincoln Presidential Library in Springfield, Illinois. The SHPO requires that one standard and one microfiche copy of accepted documentation be provided for repository use.
- H. No demolition of the Station Structure will be undertaken until the 100% IL HABS/HAER documentation has been accepted in writing by the SHPO.
- I. Upon satisfactory compliance with the terms of this MOA, the SHPO shall, within thirty (30) days after receipt of the last criterion for approval, issue written authorization to proceed with the demolition of the Station Structure. If, within thirty (30) days of the last submission of any criterion for approval required by this MOA, the SHPO has not issued the UPRR, City, IDOT, and FRA any reason in writing that falls within the specified scope, requirements and limits of this MOA, the SHPO agrees that the UPRR, City, IDOT, and FRA have fully complied with all historic preservation laws pertaining to the demolition of the Station Structure.
- J. The City shall develop, in consultation with the SHPO, an interpretative exhibit about the Station Structure and the significant role that railroads played in the transportation history of the Alton area (Exhibit) for display in the proposed Alton Regional Transportation Center. The exhibit shall be developed and installed whether or not the Station Structure is preserved.
- K. IDOT agrees, upon receipt of invoice, to reimburse the CITY for the creation of the marketing plan, the Station Structure documentation, and the Exhibit up to a maximum of \$25,000.

III. PROFESSIONAL STANDARDS

The City shall ensure that all historic preservation work carried out pursuant to this MOA is completed by or under the supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualification Standards* in the fields of archaeology and architectural history, as published in 36 CFR Part 61.

IV. DURATION

This MOA will be null and void if its stipulations are not carried out within five years from the date of its execution. In such an event, the FRA shall so notify the parties to this MOA and, if it chooses to continue with the Project, then it shall reinstate review of the Project in accordance with 36 CFR Part 800 or the parties may extend the MOA by mutual written consent.

V. POST REVIEW DISCOVERIES

- A. **Human Remains.** In the case of an unanticipated discovery of human remains or burials during Project construction activities, City shall halt construction, secure the area, and follow the provisions of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440, 17 IAC 4170).
- B. **Historic Properties.** In the event of an unanticipated discovery of historic properties during Project construction activities, City shall halt construction, secure the area, and consult with the FRA and SHPO for the purposes of Section 106 pursuant to 36 CFR § 800.13(c).

VI. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FRA shall consult with such party to resolve the objection. If the FRA determines that such objection cannot be resolved, the FRA will:

- A. Forward all documentation relevant to the dispute, including the FRA's proposed resolution, to the ACHP. The ACHP shall provide the FRA with its advice on the resolution of the objection within thirty days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FRA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. The FRA will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the thirty day time period the FRA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FRA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.
- C. The parties' responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. GENERAL

- A. **Audit.** The City and all of City's contractors shall maintain, for a minimum of three (3) years after the date of the final invoice, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this MOU; the MOU and all books, records, and supporting documents related to the MOU, which may be stored on electronic files, shall be available for review and may be audited by IDOT's internal auditors, the State Auditor General, the Federal Railroad Administration, or the U.S. Comptroller General. The City agrees to cooperate fully with any audit conducted by any of the above named entities and to provide full access to all relevant materials. If any litigation or claim involving this MOA has been filed before the expiration of the three (3) year period described in this Paragraph or any audit permitted hereunder has commenced before the expiration of the three (3) year period, the City and its contractors shall maintain the records required by this Paragraph: (1) in the case of any litigation or claim, until completion of the action and resolution of all issues which arise from it, or until the end of such three (3) year period, whichever is later and (2) in the case of any audit, until completion of the audit, or until the end of such three (3) year period, whichever is later. Failure to maintain the books, records, and supporting documents required by this Paragraph shall establish a presumption in favor of IDOT for the recovery of any funds paid by IDOT under the MOU for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- B. **Subject to Appropriation.** At the time this MOU was executed, there were funds available for IDOT's contribution to the Project; however, obligations assumed by IDOT under this MOU shall cease immediately, without penalty or payment beyond that which the City has already accumulated, should the

Illinois General Assembly or the federal government fail to appropriate or otherwise make available funds for the Project.

- C. **Termination.** If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated and prior to work continuing on the undertaking, the FRA must request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The FRA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FRA, SHPO, IDOT, UPRR, and City and the implementation of its terms evidence that FRA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

FEDERAL RAILROAD ADMINISTRATION

By: Jane E. Valdez Date: May 9, 2013

SIGNATURES FOLLOW ON SEPARATE PAGES

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: 5.14.13

ILLINOIS DEPARTMENT OF TRANSPORTATION

By:  Date: 5/15/13

CITY OF ALTON

By:  Date: 5-8-13

Title: Mayor _____

Authorized by Resolution No. _____ adopted by City of Alton on May 8 2013.

By: Mary T. Bonds

Title: City Clerk

Date: 5/8/13

UNION PACIFIC RAILROAD

By:  Date: May 9, 2013
TONY K. LOVE
Assistant Vice President – Real Estate

The following persons or entities are not parties to the foregoing Memorandum of Agreement (“MOA”) and have no obligations thereunder but hereby concur to the terms and conditions of said MOA.

MIAMI TRIBE OF OKLAHOMA

By: _____ Date: _____

CONCURRING PARTIES (2 of 4)

OSAGE NATION

By: _____ Date: _____

CONCURRING PARTIES (3 of 4)

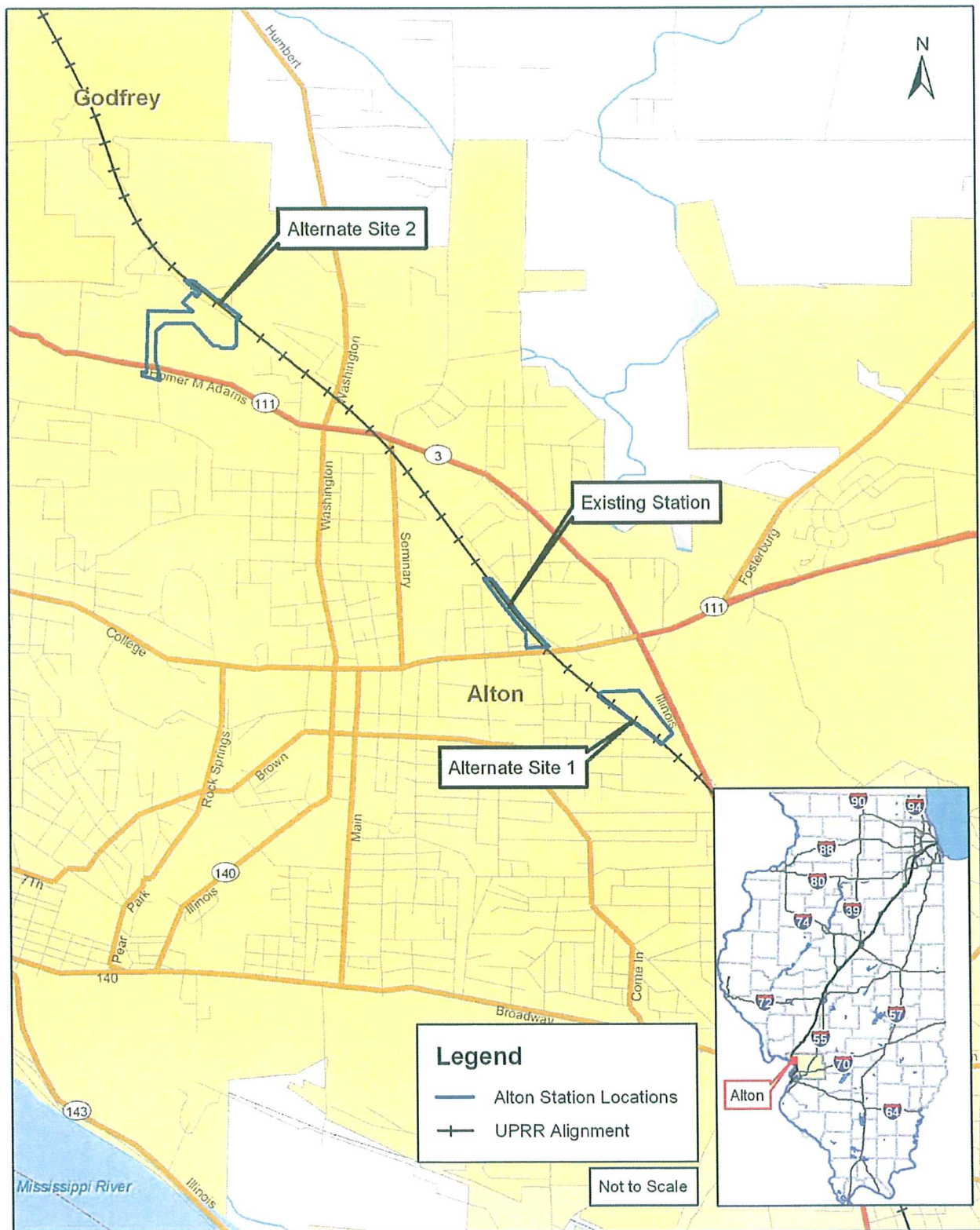
ALTON AREA LANDMARKS ASSOCIATION

By: _____ Date: _____

CONCURRING PARTIES (4 of 4)

ALTON HISTORICAL COMMISSION

By: _____ Date: _____



**CHICAGO TO ST. LOUIS HIGH-SPEED RAIL
ALTON STATION PROJECT**

DATE: MARCH 2013

EXHIBIT A1







EXHIBIT B



U.S. Department
of Transportation

**Federal Railroad
Administration**

1200 New Jersey Avenue, SE
Washington, DC 20590

MAR 15 2013

Ms. Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency
Springfield, Illinois 62701

**Re: High-Speed Rail – Chicago to St. Louis, TIGER III
Alton Multimodal Train Station; Madison County
IDOT Sequence #17308, 17308A
ISAS Log#12131**

Dear Ms. Haaker:

Enclosed is the Illinois Department of Transportation (IDOT) Environmental Survey Request forms and accompanying plan sheets and photographic documentation for the proposed construction of a multimodal train station in the City of Alton. This project is associated with improvements to the Chicago to St. Louis High-Speed Rail corridor as well as being the recipient of TIGER III Funds. An Environmental Assessment is in development that analyses two locations for the multi-modal center; Site #1 is on currently undeveloped space in proximity to the existing Amtrak station and Site #2 is within a recently re-zoned golf course.

In consultation with your office and the IDOT Cultural Resources Unit, the existing Alton Station, which will not be directly impacted by this project, was evaluated for National Register eligibility (see SHPO letter dated August 13, 2012). The FRA concurs with your determination that the existing Alton Station is eligible for the National Register for its local significance (see SHPO letter dated December 13, 2012). The FRA has also taken into consideration comments received from local historical groups (see attached letters).

Because the construction of the new multimodal station at Site #2 may cause an indirect adverse effect to the existing Alton station stemming from potential abandonment, the IDOT and the City of Alton in consultation with FRA and the Union Pacific Railroad (UPRR) (the station's owner), propose to market the existing station for relocation and preservation at a new location, off of UPRR property.

A review of the project area has been completed by IDOT's Cultural Resources Unit. Archaeological investigations of two alternative locations for the proposed multimodal station (Site #1 and Site #2) have been completed (see attached reports). A previously recorded early nineteenth-century Euro-American homestead (11MS2391) that is potentially eligible to the National Register is located in Site #2. However, the City of Alton has developed a plan that would preserve site 11MS2391 in green space (see attached letter dated October 12, 2012), resulting in No-Adverse Effect to the potential historic property. Additionally, Site #2 encompasses much of the former Robert P. Wadlow Golf Course; however, it is the opinion of the FRA and IDOT that the former golf course is not eligible to the National Register (see attached memo dated December 21, 2012). No other cultural resources listed or eligible for listing on the National Register were identified within the project area.

In accordance with 36 CFR Part 800 Protection of Historic Properties; the FRA has determined that the project as proposed will have an Adverse Effect on the Alton Station. Per 36 CFR 800.6(c), FRA in coordination with IDOT and your office will develop an MOA to minimize or mitigate adverse effects to Alton Station.\

FRA has further determined that the former golf course is not eligible to the National Register; FRA has also determined that there will be no-adverse effect to site 11MS2391, provided the historic covenant remains in effect.

FRA respectfully requests the concurrence of the State Historic Preservation Officer in our determination that the above referenced project will have an Adverse Effect on historic properties subject to protection under Section 106 of the National Historic Preservation Act of 1966, as amended.

Sincerely,



David Valenstein
Division Chief, Environment and Systems Planning

cc: Brad Koldehoff, IDOT

CONCUR

By: June E. Haack
Deputy State Historic Preservation Officer

Date: 3.15.13